



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Kristi Jefferson - Senior Planner	December 6, 2022

### TEM

Resolution 2022-54: A resolution declaring the Lundberg/Castro Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for January 17, 2023.

### BACKGROUND

On November 19, 2013 City Council approved the Castro Pre-Annexation agreement with Resolution 2013-79 and on October 19, 2021 City Council approved the Lundberg Pre-Annexation agreement. Section 4 of the agreements require the owners to annex their properties within 60 days of becoming eligible via contiguity. The Castro property located at 745 Scott Street became eligible for annexation at the time that the Treat-Mesch Annexation was approved. The Lundberg property located at 601 Scott Street is eligible with the Castro Annexation.



Staff received an application from Karen Lundberg and Virginia Casto to annex their properties located at 601 Scott Street and 745 Scott Street. A conceptual review meeting was not required with this application since the pre-annexation agreement required the annexation application.



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When annexing a property, the City must follow adopted state laws which provide a framework and procedures to follow. Below is a brief summary of the steps and standards that need to be followed according to Colorado Revised Statutes.

- 1/6th of the perimeter of a proposed annexation must be contiguous with the City of Salida;
- Staff reviews the petition for compliance with city and state statutes and Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date;
- The public hearing is advertised in the newspaper for four consecutive weeks;
- The Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property;
- Council holds the public hearing on the annexation;
- Council adopts a resolution stating the proposed findings on the annexation;
- Council approves an annexation agreement; and
- Council holds a public hearing on the proposed zoning.

### **FISCAL NOTE**

### **STAFF RECOMMENDATION**

Staff finds the proposed annexation in substantial compliance with city and state statutes and recommends Council adopt the proposed resolution setting a public hearing for January 17, 2023.

### **SUGGESTED MOTION**

A Council person should make a motion to “approve Resolution 2022-54 declaring the Lundberg/Castro Annexation is in substantial compliance with city ordinances and state statutes and setting a public hearing for January 17, 2023.”

Attachment: Resolution 2022-54  
Lundberg/Castro Annexation petition  
Annexation plat  
Lundberg Pre-Annexation Agreement  
Castro Pre-Annexation Agreement

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 54  
SERIES OF 2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,  
FINDING THE LUNDBERG-CASTRO ANNEXATION PETITION TO BE IN  
SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC  
HEARING ON SAID PETITION.**

WHEREAS, on August 16, 2022, Karen Lundberg and Virginia Castro filed a General Development Application (the “Petition”) to commence proceedings to annex to the City of Salida (the “City”) a certain unincorporated tract of land comprised of .48 acres located at 601 Scott Street and 745 Scott Street in the County of Chaffee, State of Colorado (the “Properties”), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
  - a. Not less than 1/6<sup>th</sup> of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
  - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
  - c. The area proposed to be annexed is urban or will be urbanized in the near future.
  - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
  - a. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
    - i. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;

3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on January 17, 2023 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 6<sup>th</sup> day of December, 2022.

CITY OF SALIDA, COLORADO

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Dan Shore, Mayor

[SEAL]  
ATTEST:

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City Clerk/Deputy City Clerk

## **EXHIBIT A**

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North  $17^{\circ}28'05''$  west a distance of 182.19 feet;

Thence north  $89^{\circ}07'49''$  west a distance of 53.84 feet to the western right-of-way of Scott Street;  
Thence along said right-of-way of Scott Street north  $00^{\circ}17'02''$  west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly;

Thence along said right-of-way of Illinois Avenue extended south  $89^{\circ}20'24''$  east a distance of 57.51 feet to the eastern right-of-way of Scott Street;

Thence continuing on said right-of-way of Illinois Avenue south  $89^{\circ}20'24''$  east a distance of 137.82 feet;

Thence south  $00^{\circ}52'59''$  west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision;

Thence south  $00^{\circ}52'59''$  west a distance of 148.65 feet to the south-east corner of said Lot 1;

Thence north  $89^{\circ}07'49''$  west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300029

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BEGINNING AT THE SOUTH-WESTERN CORNER OF LOT 1, PEEL'S SUBDIVISION, FROM WHENCE THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF ILLINOIS AVENUE AND THE WESTERN RIGHT-OF-WAY OF SCOTT STREET BEARS NORTH  $17^{\circ}28'05''$  WEST A DISTANCE OF 182.19 FEET;  
THENCE NORTH  $89^{\circ}07'49''$  WEST A DISTANCE OF 53.84 FEET TO THE WESTERN RIGHT-OF-WAY OF SCOTT STREET;  
THENCE ALONG SAID RIGHT-OF-WAY OF SCOTT STREET NORTH  $00^{\circ}17'02''$  WEST A DISTANCE OF 172.97, MORE OR LESS, TO THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF ILLINOIS AVENUE, EXTENDED WESTERLY;  
THENCE ALONG SAID RIGHT-OF-WAY OF ILLINOIS AVENUE EXTENDED SOUTH  $89^{\circ}20'24''$  EAST A DISTANCE OF 57.51 FEET TO THE EASTERN RIGHT-OF-WAY OF SCOTT STREET;  
THENCE CONTINUING ON SAID RIGHT-OF-WAY OF ILLINOIS AVENUE SOUTH  $89^{\circ}20'24''$  EAST A DISTANCE OF 137.82 FEET;  
THENCE SOUTH  $00^{\circ}52'59''$  WEST A DISTANCE OF 25.00 FEET MORE OR LESS TO THE SOUTHERN RIGHT-OF-WAY OF ILLINOIS AVE, AND THE NORTH-EAST CORNER OF LOT 3, PEEL'S SUBDIVISION;  
THENCE SOUTH  $00^{\circ}52'59''$  WEST A DISTANCE OF 148.65 FEET TO THE SOUTH-EAST CORNER OF SAID LOT 1;  
THENCE NORTH  $89^{\circ}07'49''$  WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 138.07 FEET TO THE POINT OF BEGINNING.





## GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

### 1. TYPE OF APPLICATION (Check-off as appropriate)

- ☒ Annexation
- ☐ Pre-Annexation Agreement
- ☐ Variance
- ☐ Appeal Application
- ☐ Certificate of Approval
- ☐ Creative Sign Permit
- ☐ Historic Landmark/District
- ☐ License to Encroach
- ☐ Text Amendment to Land Use Code
- ☐ Watershed Protection Permit
- ☐ Conditional Use

☐ Administrative Review:

(Type) \_\_\_\_\_

☐ Limited Impact Review:

(Type) \_\_\_\_\_

☐ Major Impact Review:

(Type) \_\_\_\_\_

☐ Other: \_\_\_\_\_

*Zoning*

### 2. GENERAL DATA (To be completed by the applicant)

#### A. Applicant Information

Name of Applicant: Lundberggardson properties LLC

Mailing Address: Virginia Castro  
601 Archery Lane Salida, CO 81201  
745 Scott St. Salida, CO 81201

Telephone Number: 719-207-2321 FAX: \_\_\_\_\_  
970-749-3344

Email Address: KLundberg@gmail.com  
mtgin@hotmail.com

Power of Attorney/ Authorized Representative: \_\_\_\_\_  
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

#### B. Site Data

Name of Development: Lundberg/Castro Annexation + Zoning

Street Address: 601 Scott St, 745 Scott St.

Legal Description: Lot 1-3 Block \_\_\_\_\_ Subdivision Peels (attach description)

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent: \_\_\_\_\_ Date: 8-16-22

Signature of property owner: Virginia Castro Date: 8/17/22





## ANNEXATION APPLICATION

448 East First Street, Suite 112

Salida, CO 81201

Phone: 719-530-2626 Fax: 719-539-5271

Email: [planning@cityofsalida.com](mailto:planning@cityofsalida.com)

### 1. PROCEDURE (City Code Section 16-9-20)

#### A. Development Process

1. Pre-Application Conference. Optional.
2. Submit Application.
3. Staff Review for Completeness.
4. Resolution to Accept Application to City Council
5. Establish Public Hearing Date before Council per Colorado Municipal Annexation Act of 1965.
6. Staff Evaluation of Application and Annexation Agreement (if applicable)
7. Establish Public Hearing Date Before the Planning Commission.
8. Public Notice Provided For Hearings.
9. Public Hearing Conducted by Commission.
10. Annexation Ordinance to City Council for 1<sup>st</sup> and 2<sup>nd</sup> Reading.

### 2. APPLICATION CONTENTS (City Code Section 16-9-40)

#### 1. General Development Application

#### 2. Annexation Petition

#### 3. Annexation Map. The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:

- a. Annexation Name
- b. Legal description. Legal description of the perimeter
- c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
- d. Scale
- e. North arrow
- f. Date. The date the map was prepared.
- g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
- h. Platted lots. Lot and block numbers if the area is already platted.
- i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
- j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
- k. Acreage. Total acreage to be annexed.
- l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.

#### 4. Digital Copy. A digital copy of the plat compatible with the City GIS shall be submitted.

#### 5. Application Fee \$3,000 cash or check made out to City of Salida (\$1,000 application fee + \$2,000 retainer for attorney's fees)

**7. Public Notice.**

- a) A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.
- b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.
- c) Applicant is responsible for posting the property and proof of posting the public notice.

**8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)**

**9. Notarized Special Fee and Cost Reimbursement Agreement completed**

## ANNEXATION PETITION

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### TO THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, GREETINGS:

The undersigned hereby petition(s) the City of Salida to annex to the City of Salida the territory shown on the map(s) attached hereto and described on the attachment hereto:

This Petition is signed by the landowners qualified to sign. It is intended that this Petition be a one hundred percent (100%) petition for annexation as described in C. R. S. 1973, Section 31-12-107(l)(g), (as amended).

In support of this petition, the undersigned state(s) and allege(s) as follows, to wit:

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.
3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.
4. Accompanying this petition are two mylars and twenty copies of the annexation map.
5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.
6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.
7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.
8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.
9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

## ANNEXATION PETITION

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### "INSERT A"

Beginning at the south-western corner of Lot 1, Peel's Subdivision, from whence the intersection of the north right-of-way of Illinois Avenue and the western right-of-way of Scott Street bears North 17°28'05" west a distance of 182.19 feet;

Thence north 89°07'49" west a distance of 53.84 feet to the western right-of-way of Scott Street; Thence along said right-of-way of Scott Street north 00°17'02" west a distance of 172.97 more or less to the intersection of the northern right-of-way of Illinois Avenue, extended westerly; Thence along said right-of-way of Illinois Avenue extended south 89°20'24" east a distance of 57.51 feet to the eastern right-of-way of Scott Street; Thence continuing on said right-of-way of Illinois Avenue south 89°20'24" east a distance of 137.82 feet; Thence south 00°52'59" west a distance of 25.00 feet more or less to the southern right-of-way of Illinois Avenue, and the north-east corner of Lot 3, Peels Subdivision; Thence south 00°52'59" west a distance of 148.65 feet to the south-east corner of said Lot 1; Thence north 89°07'49" west along the south line of said Lot 1 a distance of 138.07 feet to the point of beginning.

Also known by the following addresses:

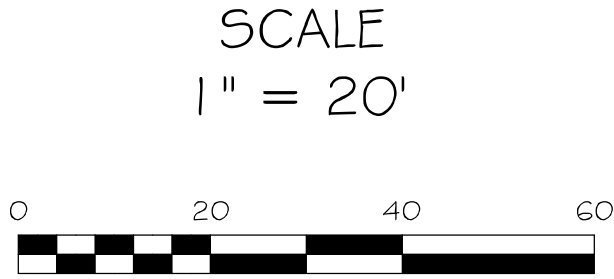
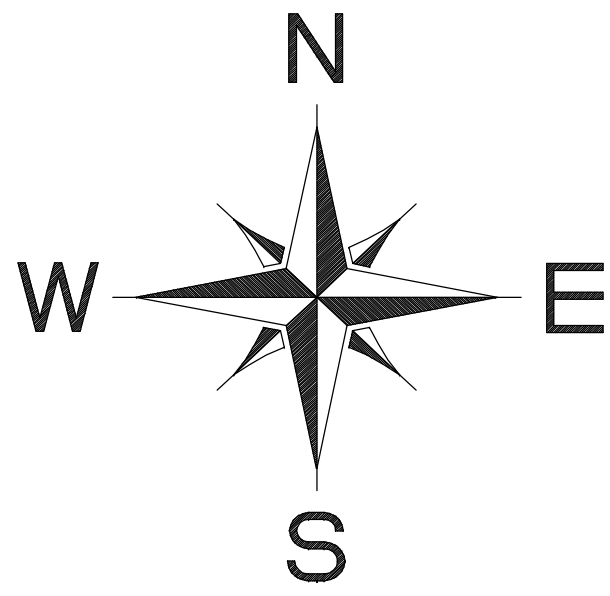
601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

745 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300029





### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR THE LUNDBERG/CASTRO ANNEXATION TO THE CITY OF SALIDA WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, AND IS DULY RECORDED.

CITY CLERK

### CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP ALONG WITH A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE LUNDBERG/CASTRO ANNEXATION TO THE CITY OF SALIDA WERE ACCEPTED FOR FILING IN MY OFFICE AT \_\_\_\_\_.M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022 UNDER RECEPTION NUMBER \_\_\_\_\_.

CHAFFEE COUNTY CLERK AND RECORDER

### CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY KAREN K. LUNDBERG AND VIRGINIA CASTRO, AS OWNERS OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPTING PUBLIC STREETS; AND  
WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON \_\_\_\_\_, 20\_\_\_\_, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1),  
WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON \_\_\_\_\_, 20\_\_\_\_, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. \_\_\_\_\_ (SERIES 20\_\_\_\_), DETERMINING THAT THE ANNEXATION ELECTION WAS NOT REQUIRED; AND  
WHEREAS, ON \_\_\_\_\_, 20\_\_\_\_, THE CITY COUNCIL ADOPTED ORDINANCE NO. \_\_\_\_\_ (SERIES 20\_\_\_\_) APPROVING AND ANNEXING LUNDBERG/CASTRO ANNEXATION TO THE CITY OF SALIDA;  
NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE LUNDBERG/CASTRO ANNEXATION TO THE CITY OF SALIDA AS DESCRIBED HEREIN, TO WIT:

BEGINNING AT THE SOUTH-WESTERN CORNER OF LOT 1, PEEL'S SUBDIVISION, FROM WHENCE THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF ILLINOIS AVENUE AND THE WESTERN RIGHT-OF-WAY OF SCOTT STREET BEARS NORTH 17°28'05" WEST A DISTANCE OF 182.19 FEET; THENCE NORTH 89°07'49" WEST A DISTANCE OF 53.84 FEET TO THE WESTERN RIGHT-OF-WAY OF SCOTT STREET; THENCE ALONG SAID RIGHT-OF-WAY OF SCOTT STREET NORTH 00°17'02" WEST A DISTANCE OF 172.97, MORE OR LESS, TO THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF ILLINOIS AVENUE, EXTENDED WESTERLY; THENCE ALONG SAID RIGHT-OF-WAY OF ILLINOIS AVENUE EXTENDED SOUTH 89°20'24" EAST A DISTANCE OF 57.51 FEET TO THE EASTERN RIGHT-OF-WAY OF SCOTT STREET; THENCE CONTINUING ON SAID RIGHT-OF-WAY OF ILLINOIS AVENUE SOUTH 89°20'24" EAST A DISTANCE OF 137.82 FEET; THENCE SOUTH 00°52'59" WEST A DISTANCE OF 25.00 FEET MORE OR LESS TO THE SOUTHERN RIGHT-OF-WAY OF ILLINOIS AVE, AND THE NORTH-EAST CORNER OF LOT 3, PEEL'S SUBDIVISION; THENCE SOUTH 00°52'59" WEST A DISTANCE OF 148.65 FEET TO THE SOUTH-EAST CORNER OF SAID LOT 1; THENCE NORTH 89°07'49" WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 138.07 FEET TO THE POINT OF BEGINNING.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CITY OF SALIDA

BY: \_\_\_\_\_  
MAYOR

### GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE EASTERN BOUNDARY OF "SCOTT STREET" BETWEEN A 1 1/2" ALUMINUM CAP STAMPED "LS 37937" AND A 1 3/4" STEEL TAG STAMPED "LS 6753" HAVING A BEARING OF NORTH 00°56'02" EAST.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT
- 3) TOTAL AREA TO BE ANNEXED=0.48 ACRES +/-
- 4) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. \_\_\_\_\_

### CERTIFICATION OF TITLE

I \_\_\_\_\_, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE OF THE NORTHERN PARCEL VESTED IN LUNDBERG AND SON PROPERTIES, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

TITLE AGENT

# LUNDBERG/CASTRO ANNEXATION TO THE CITY OF SALIDA

LOCATED WITHIN LOTS 1-3  
PEEL'S SUBDIVISION  
CHAFFEE COUNTY, COLORADO

### LEGEND

- ◎ FOUND MONUMENT AS NOTED
- ◆ SET 1 1/2" ALUMINUM CAP LS 37937
- PREVIOUSLY SET 1 1/2" ALUMINUM CAP LS 37937
- ▲ FOUND 1 1/2" ALUMINUM CAP LS 16117
- x—x— FENCE
- CONCRETE

### CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT VIRGINIA CASTRO ARE THE OWNERS OF 100% OF THE SOUTHERN PARCEL DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNER DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO. THE UNDERSIGNED OWNERS HEREBY DEDICATE AND GRANT FOR PUBLIC USE AS A PUBLIC RIGHT-OF-WAY, PERPETUAL, UNRESTRICTED USE OF OLD STAGE ROAD, AS SHOWN HEREON.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

OWNERS:

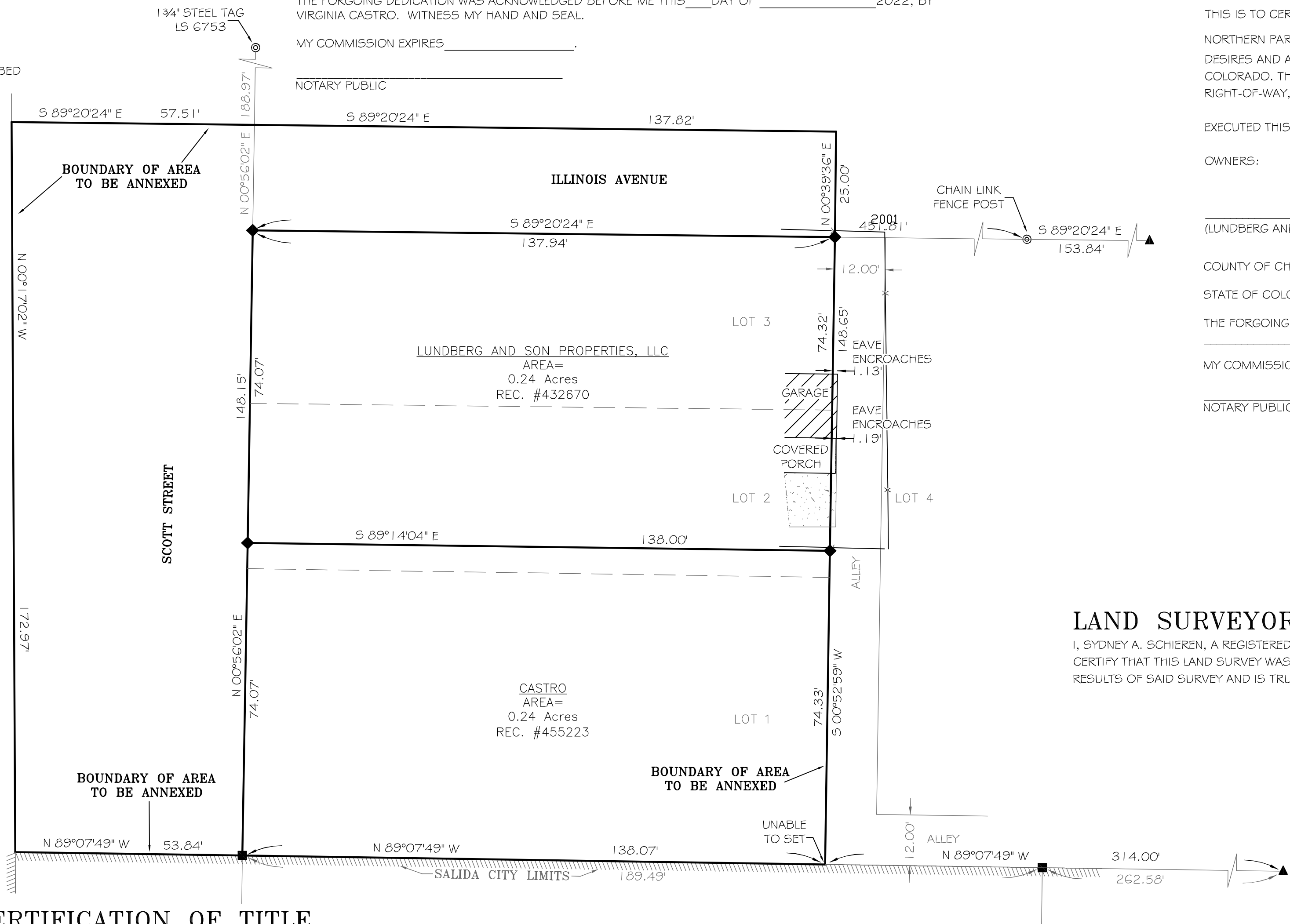
VIRGINIA CASTRO

COUNTY OF CHAFFEE )  
 ) ss.  
STATE OF COLORADO )

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY VIRGINIA CASTRO. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_.

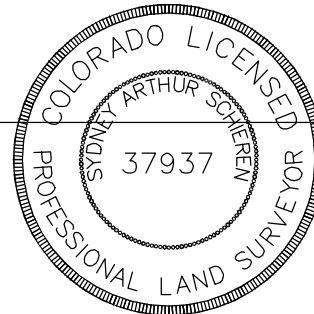
NOTARY PUBLIC



### LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY DRAFT**  
INTENDS FOR REVIEW ONLY  
INTENDS FOR REVIEW ONLY



TOTAL PERIMETER OF LAND TO BE ANNEXED	541.95 FT
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	191.91 FT
CONTIGUOUS BOUNDARY REQUIREMENT 1/6=16.7%	35.4%

REVISED:  
DATE: SEPTEMBER 28, 2022  
DATE: DECEMBER 1, 2022

JOB #22052  
DATE: JUNE 28, 2022  
SHEET 1 OF 1


**LUNDBERG/CASTRO ANNEXATION  
TO THE CITY OF SALIDA**  
LOCATED WITHIN LOTS 1-3  
PEEL'S SUBDIVISION  
CHAFFEE COUNTY, COLORADO

**LANDMARK  
SURVEYING & MAPPING**  
P.O. BOX 668 SALIDA, CO 81201  
PH 719.539.4021 FAX 719.539.4031



## ANNEXATION PETITION

This Section must be filled out if there are multiple properties/property owners petitioning annexation.

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
Virginia Castro	8/16/2022	745 Scott, Salida CO	Lot 1, Peels Subdivision
	8/16/22	6017 Archery Ln. Salida, CO	Lot 2+3 Peels Sub.

**CITY OF SALIDA, COLORADO  
RESOLUTION NO. 35  
(Series of 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO  
AUTHORIZING THE MAYOR TO SIGN A PRE-ANNEXATION AGREEMENT WITH  
LUNDBERG AND SON PROPERTIES, LLC (KAREN LUNDBERG) FOR 601 SCOTT  
STREET.**

WHEREAS, Lundberg and Son Properties, LLC, represented by Karen Lundberg, are the owners of certain real property in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is not currently eligible for annexation but lies within the City of Salida Municipal Services Area; and

WHEREAS, the City is capable of providing municipal services to the Property, and the parties desire to enter into a Pre-Annexation Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the future extension of services by the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Pre-Annexation Agreement by and between the City and Lundberg and Son Properties, LLC, attached as Exhibit B, is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City.

RESOLVED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of October, 2021.




[SEAL]  
ATTEST:

  
\_\_\_\_\_  
City Clerk/Deputy Clerk

CITY OF SALIDA, COLOADO

By

  
\_\_\_\_\_  
Mayor PT Wood



**EXHIBIT A**

All of Lot No. 3; and

Part of Lot No. 2

**PEEL'S SUBDIVISION**

Situated in the South Half of the Northeast Quarter of the Southwest Quarter (S1/2 NE1/4 SW ¼) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, said Part of

Lot No. 2 described as follows:

Commencing at the Northwest corner of Lot No. 2;

Thence Southerly along the Westerly line of said Lot, a distance of 34 feet;

Thence Easterly and parallel with the Northerly line of said Lot, a distance of 138 feet to the Easterly line of said subdivision;

Thence Northerly 34 feet;

Thence Westerly and along the Northerly line of said Lot, a distance of 138 feet to the point of beginning.

Chaffee County, Colorado

Also known by street address as: 601 Scott Street, Salida, CO 81201

And assessor's schedule or parcel number: 380704300022

**EXHIBIT B**

**Pre-Annexation Agreement  
601 Scott Street**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of October, 2021, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and LUNDBERG AND SON PROPERTIES, LLC, represented by Karen Lundberg, as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1) Services to be Provided. The Owner is currently connected to the City's municipal sewer system. City water services are adjacent to the Property and the City agrees to provide Owner with municipal water services to the Property for residential uses at in-City rates.

2) Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. Owner will be required to pay a portion of the water main extension agreement being completed by Harder-Diesslin.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees

that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code. The Owner also agrees to annex into the City, should there be any further development, construction or subdivision of the property and agrees to the required Inclusionary Housing, Open Space and Fair Contributions for Public School Sites.

6. Existing Uses. The Property is currently zoned residential within unincorporated Chaffee County and the Owner intends to continue to use it for that purpose.

7. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

8. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

9. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

10. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

11. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

CITY OF SALIDA  
ATTN: KRISTI JEFFERSON  
448 E 1ST STREET STE 112  
SALIDA, CO 81201

\*475306\*

475306 10/25/2021 2:27 PM  
5 of 5 RESC R\$33.00 D\$0.00

Lori A Mitchell  
Chaffee County Clerk

12. Recording; Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder).


WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

  
P.T. Wood, Mayor

ATTEST:

  
City Clerk/Deputy City Clerk

LUNDBERG AND SON PROPERTIES, LLC

  
Karen Lundberg, Member and Agent

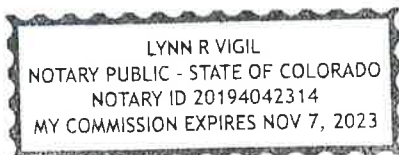
STATE OF Colorado )  
 ) ss.  
COUNTY OF Chaffee

Acknowledged, subscribed, and sworn to before me this 25 day of October, 2021, by Karen Lundberg, as Member and Agent of Lundberg and Son Properties, LLC.

WITNESS my hand and official seal.

My Commission expires: 11-7-2023.

  
Notary Public



**PRE-ANNEXATION AGREEMENT  
745 SCOTT STREET**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of December, 2013, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and VIRGINIA CASTRO as the owner of the real property described hereafter (hereinafter "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Service to be Provided. The City agrees to provide Owner with municipal sewer service to the Property for residential uses at in-City rates. In the event City water service becomes available on Scott Street adjacent to the Property, Owner agrees to connect to City water at the then applicable in-City rates.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending service to the Property shall be borne by the Owner including, but not limited to, main and service line extensions. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner,

its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code.

6. Existing Uses. The Property is currently zoned residential and the Owner intends to continue to use it for that purpose.

7. Payment of Impact Fees. Owner agrees to pay at the time of annexation all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, and any other fees prescribed by Resolution or Ordinance as may apply to annexations.

8. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

9. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

10. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

11. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

12. Recording; Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees. (Checks shall be payable to the Chaffee County Clerk and Recorder.)

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.



Audrey Helperi  
City Clerk, Deputy

CITY OF SALIDA, COLORADO

By

[Signature]  
Mayor

OWNER:

Virginia Castro  
Virginia Castro

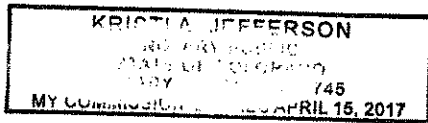


STATE OF COLORADO )  
 ) ss.  
COUNTY OF CHAFFEE )

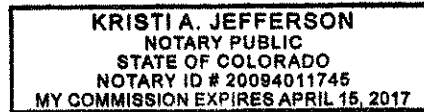
Acknowledged, subscribed, and sworn to before me this 19<sup>th</sup> day of December, 2013, by James M. Dickson, Mayor, and Audrey Gilpin, City Clerk/Deputy City Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: April 15, 2017.



Kristi A. Jefferson  
Notary Public

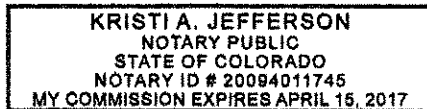


STATE OF Colorado )  
 ) ss.  
COUNTY OF Chaffee )

Acknowledged, subscribed, and sworn to before me this 18<sup>th</sup> day of December, 2013, by Virginia Castro.

WITNESS my hand and official seal.

My Commission expires: April 15, 2017.



Kristi A. Jefferson  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot No. 1 and the southerly 7 feet of Lot No. 2, Peel's Subdivision, situated in the South half of the Northeast quarter of the Southwest quarter (S  $\frac{1}{2}$  NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  ) of Section 4, Township 49 North, Range 9 East of the New Mexico Principal Meridian, County of Chaffee, State of Colorado.